

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT

THIS TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT **No. 8272** (hereafter referred to as "Agreement") dated as of **June 26, 2018**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "Lessor"), and **City of Allen, Texas** a political subdivision or agency of the State of Texas (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Term and Payments. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. The obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. The term of the lease hereunder shall commence upon the dated date of the lease and shall continue until the end of the Lessee's current fiscal period and thereafter for such additional fiscal periods as are necessary to complete the anticipated total lease term as set forth in Exhibit B, unless earlier terminated as provided herein. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.

2. Non-Appropriation and Right of Termination. The obligations of Lessee to make Lease Payments (called for in Exhibit B) and to make any other payments to Lessor (or to any other person) pursuant to this Agreement are subject to appropriation by the Lessee of funds that are lawfully available to be applied for such purpose. If Lessee fails to make such an appropriation prior to a fiscal period of Lessee for the Lease Payments scheduled in such a fiscal period, this Agreement shall terminate at the end of the last fiscal period immediately preceding the fiscal period for which funds have not been appropriated. The Lessee shall deliver notice to Lessor of such termination at least forty-five (45) days prior to such termination, but failure to give such notice shall not prevent the termination of this Agreement. Upon any such termination of this Agreement, all of Lessee's right, title and interest in and its obligations under this Agreement and to the Property shall terminate effective on the last day of the last fiscal period of Lessee for which such an appropriation was made.

3. Taxes. In addition to the Lease Payments to be made pursuant to Section 1 hereof, Lessee agrees to pay Lessor, as additional rent, on demand, an amount equal to all licenses, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines, or interest thereon imposed against or on Lessor, Lessee or the Property by any governmental authority upon or with respect to the Property or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for, the Property, except any Federal or State income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Property or any interest therein.

4. Lessee's Covenants and Representations. Lessee covenants and represents as follows:

(a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of, performance of, or expenditure of funds pursuant to this Agreement;

(c) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(d) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future.

(e) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(f) Lessee will pay the Lease Payments due by check, wire transfer, or ACH only.

5. Use and Licenses. Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. Any license plates used on the Property shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.

6. Maintenance. Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.



7. Alterations.

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. Damage to or Destruction of Property. Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either (a) replace the same with like property in good repair or (b) on the next Lease Payment Date, pay Lessor (i) all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. Insurance. Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insured as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverage together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property.

11. Paragraph Deleted

12. No Warranty. ALL WARRANTIES, PROMISES AND SERVICE AGREEMENTS, IF ANY, RELATING TO THE PROPERTY THAT THE MANUFACTURERS OR THE PARTY WHO SUPPLIED THE PROPERTY TO LESSOR (THE "VENDOR") HAVE MADE TO LESSOR IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE PROPERTY ARE HEREBY ASSIGNED TO LESSEE. Lessee may communicate with Vendor and receive an accurate and complete statement of all such warranties, promises and service agreements, if any. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor. Lessee acknowledges that Lessee has selected the Vendor and that Lessee has directed Lessor to acquire the Property from Vendor in connection with this Agreement. Lessee further acknowledges that this Agreement is a "Finance Lease" within the meaning of the Uniform Commercial Code and that Lessee is entitled to the Vendor's warranties and promises described above, if any. LESSOR HAS MADE, AND MAKES, NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO ANY SPECIFICATION OR PURCHASE ORDER, OR AS TO THE PROPERTY'S DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks.

13. Option to Purchase. Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the option to purchase not less than all of the Property which is then subject to this Agreement, "as is" at the payment date, for the Option to Purchase Values set forth in Exhibit B by giving written notice to Lessor not less than sixty (60) days prior to the date specified in Exhibit B for the exercise of such option; provided that upon Lessee's timely payment of all Lease Payments specified in Exhibit B (regardless of whether the final \$1 option was paid), Lessee shall be deemed to have properly exercised its option to purchase the Property and shall be deemed to have acquired all of Lessor's right, title and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Payment of the applicable Option to Purchase Value shall occur on the applicable Lease Payment Date specified in Exhibit B hereto, at which time Lessor shall, unless not required hereunder, deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Property to Lessee free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual or constructive payment of the Option to Purchase Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Property, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

14. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring

voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;

(2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;

(3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand on notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 20 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses", as that term is used in this Section 14, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and (iii) actual and reasonable costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code. Lessee waives all rights under all exemption laws.

(6) Under no circumstances shall Lessee be liable under this subsection 14 (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

15. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 13 hereof, Lessee shall, upon the expiration of the term of this Agreement or any earlier termination hereof pursuant to the terms of this Agreement, deliver the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, by loading the Property, at Lessee's sole expense, on such carrier, or delivering the Property to such location, as Lessor shall provide or designate at or within a reasonable distance from the general location of the Property. If Lessee fails to deliver the Property to Lessor, as provided in this Section 15, on or before the date of termination of this Agreement, Lessee shall pay to Lessor upon demand, for the hold-over period, a portion of the total payment for the applicable period as set forth in Exhibit B prorated from the date of termination of this Agreement to the date Lessee either redelivers the Property to Lessor or Lessor repossesses the Property.

16. Assignment. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or (ii) sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

17. Personal Property. The Property is and shall at all times be and remain personal property.

18. Title. Upon acceptance of the Property by Lessee hereunder, Lessee shall have title to the Property during the term of this Agreement; however, in the event of (i) an Event of Default hereunder and for so long as such Event of Default is continuing, or (ii) termination of this Agreement title shall be reverted immediately in and shall revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise.

19. Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

20. Interest on Default. If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

21. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

22. Security Interest. As security for Lessee's covenants and obligations hereunder, Lessee hereby grants to Lessor, and its successors, a security interest in the Property, all accessions thereto and proceeds therefrom, and, in addition to Lessor's rights hereunder, all of the rights and benefits of a secured party under the Uniform Commercial Code as in effect from time to time hereafter in the State in which the Property is located or any other State which may have jurisdiction over the Property. Lessee agrees to execute, acknowledge and deliver to Lessor in recordable form upon request financing statements or any other instruments with respect to the Property or this Agreement considered necessary or desirable by Lessor to perfect and continue the security interest granted herein in accordance with the laws of the applicable jurisdiction. Lessee hereby authorizes Lessor or its agent or assigns to sign and execute on its behalf any and all necessary UCC-1 forms to perfect the Purchase Money Security interests herein above granted to Lessor.

23. Tax Exemption. The obligations of the Lessee pursuant to this Agreement will not be designated as a "qualified tax exempt obligations" in accordance with the provisions of paragraph (3) of subsection (b) of Section 265 of the Code.

24. Continuing Disclosure. Specifically and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

25. Miscellaneous.

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

(b) Lessee will take no action that would cause the interest portion of the Lease Payments to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the "Code") and Treasury Regulations promulgated thereunder (the "Regulations"), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the interest portion of the Lease Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(c) Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination by the Internal Revenue Service (IRS) that as a result of Lessee's acts or omissions the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

(d) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(e) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

(f) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(g) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(h) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(i) All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(j) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(k) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(l) Lessor shall comply with the requirements of Chapter 2270 of the Texas Government Code as it pertains to this Contract.

(m) Prohibition of Boycott Israel. Lessor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(n) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the

Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in the year 2018.

Lessor: Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Lessee: City of Allen, Texas

Peter H. Vargas, City Manager
305 Century Parkway
Allen, TX 75013

EXHIBIT A

DESCRIPTION OF PROPERTY

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT No.8272 (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, City of Allen, Texas
Schedule dated as of June 26, 2018

QTY	DESCRIPTION
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Green Maintenance Equipment:

10	2018 John Deere TX Turf
1	2018 John Deere 2030A
4	2018 John Deere TX Turf Cargo bed kit
4	2018 John Deere TX Turf Tool Rack
1	2018 John Deere Pro Gator windshield
2	2018 John Deere 22B

Toro ProCore 648

1	#09200 ProCore 648
3	#09737 Mini-tine Head Set (1 rows of 6)
2	#120-1050 Guard Turf, 6 Tine Short
1	#120-1053 Guard Turf, 6 Tine Long
36	#108-9108 Tine-Quad (AE3-500-2)

Toro MultiPro 5800

1	#41394 Multi Pro 5800-G with ExcelaRate
1	#41621 Pivoting Hose Reel
1	#41622 Chemical Pre-Mix Kit – MP5800 (KZ Valve)
1	#41614 30g Fresh Water Rinse Kit
1	#41602 Drift Reduction Boom Shroud Kit
1	#41249 Foam Marker Kit – Multi Pro Sprayer
1	#136-0458 Finish Kit – Foam Marker, MP5800
1	#120-8508 Spring Upgrade Kit

Cab for Toro MP 5800

1	#A-11836 Cab to fit MP5800 (CozyCab)
1	#A-112235 Air Condition Kit (CozyCab)

Toro ProGrass 200 Wireless

1	#44751 ProGrass 200 Wireless
1	#44707 ProGrass Toro Truck Mount Kit
1	#44712 Storage Stand Truck Mount/ProPass

Toro Workman Sprayer System

1	#07383 Workman – (HDX) – (Kubota Gas); No Bed, Wide Tires
1	#07392 ROPS Certified Hard Cab
1	#07393 Door Kit
1	#07419 Rear PTO Kit
1	#07408 Hand Throttle Kit (2017+)
1	#30248 MVP Kit 400Hr Workman HDX (07386) 2013+
1	#41240 Multi Pro WM Sprayer Accessory (New-Multi Pro WM Sprayer Accessory)
1	#41241 Clean Rinse Kit (New Clean Rinse Kit for Multi Pro WM)
1	#41244 Chemical Pre-Mix Kit (KZ Valve)
1	#41245 Electric Hose Reel Kit (KZ Valve)
1	#41249 Foam Marker Kit – Multi Pro Sprayer
1	#136-0459 Finish Kit – Foam Marker, MP WM
1	#41602 Drift Reduction Boom Shroud Kit
1	#120-8508 Spring Upgrade Kit
1	#127-9719 Fan Kit
1	#131-3302 Finish Kit Manual, WM Sprayer
1	#133-2725 Finish Kit Cab, MPWM Sprayer

Toro GR 1600

2	#04056 GR1600
2	#04063 LED Light Kit - Fixed
2	#04123 Wheel Kit – Walk Greensmowers
2	#30097 MVP Kit – Filter/Spark Plug

EXHIBIT A

DESCRIPTION OF PROPERTY

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT No.8272 (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, City of Allen, Texas
Schedule dated as of June 26, 2018

QTY	DESCRIPTION
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	Toro GR330 TriFlex – 8 blade
1	#04510 Greenmaster TriFlex 3300 Hydraulic
3	#04651 8 BL Cutting Unit
1	#04627 Wide Wiehle Roller (.92" Spacing) (set of 3)
1	#04554 Light Kit – LED
1	#30042 400 Hour Maintenance Kit: GR3300/3320
	Toro GR3300 TriFlex -14 blade
3	#04510 GreenMaster TriFlex 3300 Hydraulic
9	#04655 14 BL Cutting Unit
3	#04626 Narrow Wiehle Roller (.200" Spacing)(set of 3)
3	#04554 Light Kit – LED
3	#30042 400 Hour Maintenance Kit: GR3300/3320
	Groomers for Toro GR3300 TriFlex
9	#04648 Universal Groomer Drive
9	#04283 21 Groomer, Spring Steel
9	#04650 Universal Rear Rotating Brush
	Verticutter for Toro GR3300 TriFlex (4)
1	#04625 Front Full Roller (set of 3)
3	#04720 Thatching Reel Kit - TriFlex
	Toro ProForce Debris Blower
2	#44552 Pro Force Debris Blower
	Toro GM 4500 TIV
1	#308841 GM 4500-D (Tier 4 Final Compliant) (30881/30881A)
1	#30552 Universal Sunshade (Red)
	Toro RM3100_SW
2	#03171 Reelmaster 3100-D Sidewinder – 21.5 hp diesel
6	#03190 27 In 11 Blade (RR) Radial Reel Edge Series
2	#03172 RM3100 27" Lift Arm Kit
2	#30358 Bimini Canvas Sunshade
2	#30841 Work Light Kit
2	#119-0635 DPA Roller Tipper Kit
	Verticutter for RM3100_SW
3	#03203 27 In Verticutter
3	#03185 RM3100 27" DPA Basket Kit (set of 3)
	Toro RM 5510 TIV
3	#03607 Reelmaster 5510-D – 36.8 hp Tier 4-compliant
15	#03641 22 In 7-Inch, 11-Blade FSR DPA Cutting Unit Edge Series
3	#03405 7-inch Weight for CUs with No Attachments (Kit of 5)
15	#107-3280 Rear Roller Scraper Kit – RM5010/RM6000
3	#30093 800 Hour MVP Kit – RM5410D/5510D/GM4300D
	Verticutter for Toro RM5510
5	#03619 22 in Verticutter

PROPERTY LOCATION:

7201 Chase Oaks Blvd.
Plano, TX 75025

EXHIBIT B

>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<

Texas Municipal Lease-Purchase Agreement No. ("THE AGREEMENT")

BY AND BETWEEN

Lessor: Government Capital Corporation and

the **Lessee:** City of Allen

Schedule dated as of July 5, 2018

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE after pmt on this line
1	8/5/2018	\$13,158.75	\$2,235.69	\$10,923.06	N/A
2	9/5/2018	\$13,158.75	\$2,201.74	\$10,957.01	N/A
3	10/5/2018	\$13,158.75	\$2,167.68	\$10,991.07	N/A
4	11/5/2018	\$13,158.75	\$2,133.51	\$11,025.24	N/A
5	12/5/2018	\$13,158.75	\$2,099.24	\$11,059.51	N/A
6	1/5/2019	\$13,158.75	\$2,064.87	\$11,093.88	N/A
7	2/5/2019	\$13,158.75	\$2,030.38	\$11,128.37	N/A
8	3/5/2019	\$13,158.75	\$1,995.79	\$11,162.96	N/A
9	4/5/2019	\$13,158.75	\$1,961.10	\$11,197.65	N/A
10	5/5/2019	\$13,158.75	\$1,926.29	\$11,232.46	N/A
11	6/5/2019	\$13,158.75	\$1,891.38	\$11,267.37	N/A
12	7/5/2019	\$13,158.75	\$1,856.35	\$11,302.40	N/A
13	8/5/2019	\$13,158.75	\$1,821.22	\$11,337.53	N/A
14	9/5/2019	\$13,158.75	\$1,785.98	\$11,372.77	N/A
15	10/5/2019	\$13,158.75	\$1,750.63	\$11,408.12	N/A
16	11/5/2019	\$13,158.75	\$1,715.17	\$11,443.58	N/A
17	12/5/2019	\$13,158.75	\$1,679.60	\$11,479.15	N/A
18	1/5/2020	\$13,158.75	\$1,643.92	\$11,514.83	N/A
19	2/5/2020	\$13,158.75	\$1,608.13	\$11,550.62	N/A
20	3/5/2020	\$13,158.75	\$1,572.22	\$11,586.53	N/A
21	4/5/2020	\$13,158.75	\$1,536.21	\$11,622.54	N/A
22	5/5/2020	\$13,158.75	\$1,500.08	\$11,658.67	N/A
23	6/5/2020	\$13,158.75	\$1,463.84	\$11,694.91	N/A
24	7/5/2020	\$13,158.75	\$1,427.49	\$11,731.26	N/A
25	8/5/2020	\$13,158.75	\$1,391.03	\$11,767.72	\$438,641.34
26	9/5/2020	\$13,158.75	\$1,354.45	\$11,804.30	\$426,681.54
27	10/5/2020	\$13,158.75	\$1,317.76	\$11,840.99	\$414,689.05
28	11/5/2020	\$13,158.75	\$1,280.95	\$11,877.80	\$402,663.78
29	12/5/2020	\$13,158.75	\$1,244.03	\$11,914.72	\$390,605.64
30	1/5/2021	\$13,158.75	\$1,207.00	\$11,951.75	\$378,514.55
31	2/5/2021	\$13,158.75	\$1,169.85	\$11,988.90	\$366,390.41
32	3/5/2021	\$13,158.75	\$1,132.58	\$12,026.17	\$354,233.13
33	4/5/2021	\$13,158.75	\$1,095.20	\$12,063.55	\$342,042.62
34	5/5/2021	\$13,158.75	\$1,057.70	\$12,101.05	\$329,818.79
35	6/5/2021	\$13,158.75	\$1,020.09	\$12,138.66	\$317,561.54
36	7/5/2021	\$13,158.75	\$982.36	\$12,176.39	\$305,270.79
37	8/5/2021	\$13,158.75	\$944.51	\$12,214.24	\$292,946.45
38	9/5/2021	\$13,158.75	\$906.54	\$12,252.21	\$280,588.42
39	10/5/2021	\$13,158.75	\$868.46	\$12,290.29	\$268,196.61
40	11/5/2021	\$13,158.75	\$830.26	\$12,328.49	\$255,770.93

EXHIBIT B (Continued)**>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<**Texas Municipal Lease-Purchase Agreement **No.** ("THE AGREEMENT")

BY AND BETWEEN

Lessor: Government Capital Corporation andthe **Lessee:** City of Allen

Schedule dated as of July 5, 2018

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE after pmt on this line
41	12/5/2021	\$13,158.75	\$791.93	\$12,366.82	\$243,311.29
42	1/5/2022	\$13,158.75	\$753.49	\$12,405.26	\$230,817.59
43	2/5/2022	\$13,158.75	\$714.93	\$12,443.82	\$218,289.74
44	3/5/2022	\$13,158.75	\$676.25	\$12,482.50	\$205,727.65
45	4/5/2022	\$13,158.75	\$637.46	\$12,521.29	\$193,131.22
46	5/5/2022	\$13,158.75	\$598.53	\$12,560.22	\$180,500.36
47	6/5/2022	\$13,158.75	\$559.49	\$12,599.26	\$167,834.98
48	7/5/2022	\$13,158.75	\$520.33	\$12,638.42	\$155,134.98
49	8/5/2022	\$13,158.75	\$481.05	\$12,677.70	\$142,400.27
50	9/5/2022	\$13,158.75	\$441.64	\$12,717.11	\$129,630.75
51	10/5/2022	\$13,158.75	\$402.11	\$12,756.64	\$116,826.32
52	11/5/2022	\$13,158.75	\$362.46	\$12,796.29	\$103,986.90
53	12/5/2022	\$13,158.75	\$322.68	\$12,836.07	\$91,112.38
54	1/5/2023	\$13,158.75	\$282.78	\$12,875.97	\$78,202.67
55	2/5/2023	\$13,158.75	\$242.76	\$12,915.99	\$65,257.67
56	3/5/2023	\$13,158.75	\$202.61	\$12,956.14	\$52,277.29
57	4/5/2023	\$13,158.75	\$162.34	\$12,996.41	\$39,261.43
58	5/5/2023	\$13,158.75	\$121.95	\$13,036.80	\$26,209.99
59	6/5/2023	\$13,158.75	\$81.42	\$13,077.33	\$13,122.88
60	7/5/2023	\$13,158.75	\$41.01	\$13,117.74	\$1.00
Grand Totals		\$789,525.00	\$70,268.50	\$719,256.50	

Interest Rate: 3.73%

INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT No.8272 (THE "AGREEMENT")

BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, City of Allen, Texas

Dated as of June 26, 2018

I, Shelley George, do hereby certify that I am the duly elected or appointed and acting City Secretary (Keeper of the Records), of City of Allen, Texas, a political subdivision or agency duly organized and existing under the laws of the State of Texas, that I or my designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Texas Municipal Lease-Purchase Agreement dated as of June 26, 2018, between such entity and Government Capital Corporation.

Name

Title

Signature

Peter H. Vargas

City Manager

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this _____ day of _____, 2018.

By Lessee:

Shelley George, City Secretary

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Lessor or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. **The following information is provided about insurance—(PLEASE FILL IN THE INFORMATION BELOW)**

INSURANCE COMPANY/AGENT'S NAME: _____

INSURANCE COMPANY ADDRESS: _____

PHONE NUMBER: _____

POLICY NUMBER: _____

I, Peter H. Vargas, City Manager, of City of Allen, Texas ("Lessee"), hereby certify that the Equipment, to be leased to the undersigned under the certain Lease Agreement, dated as of June 26, 2018, between such entity and Government Capital Corporation ("Lessor"), will be used by the undersigned Lessee for the following purpose:

(PLEASE FILL OUT PRIMARY USE BELOW)

PRIMARY USE: _____

The undersigned hereby represents that the use of the Property is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2018.

By Lessee:

Peter H. Vargas, City Manager

For Lessee: City of Allen, Texas

ESCROW AGREEMENT

MUNICIPAL LEASE-PURCHASE AGREEMENT No.8272 (THE "AGREEMENT")
BY AND BETWEEN
Lessor, Government Capital Corporation and Lessee, City of Allen, Texas
TAX ID #75-6004912 Dated as of June 26, 2018

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of June 26, 2018 ("Agreement Date"), by and among Government Capital Corporation ("Lessor"), City of Allen, Texas ("Lessee") and _____ ("Agent").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a certain Municipal Lease-Purchase Agreement dated as of June 26, 2018 (the "Lease"), pursuant to which the property more particularly described therein (the "Property") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Property, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Agreement. Agent shall not be deemed to be a party to the Lease.
2. Lessor has delivered to Agent the sum of \$719,256.50 ("Escrow Amount") for deposit by Agent in the City of Allen, Texas Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.
3. Deposits in the Fund shall be used to pay for the acquisition of the Property. The Property may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Property promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the acquisition of the Property for which payment is requested. Upon full acquisition of an item or group of items of the Property, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Schedule 1", for that portion of the Property for which payment is requested. Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.
4. Agent will invest the Fund, as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof. Agent will be entitled to sell or redeem any such investments as necessary to make any distributions required under this Agreement and shall not be liable for any loss resulting from such sale or redemption. In the absence of written investment direction from the Lessor, the Agent shall in and reinvest the amounts in the Fund in Money Market Mutual Funds registered under the Investment Act of 1940.
5. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Agent for all the Property (as confirmed in writing by the Lessor to the Escrow Agent), this Agreement and the Funds shall terminate, and Agent shall transfer to Lessor all remaining sums in the Fund. If not terminated earlier, this Agreement and the Fund shall terminate on December 31, 2018 ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Lessor; Exhibit "A" attached to the Lease shall thereupon be revised to delete any non-acquired portions of the Property and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
6. Lessor and Lessee may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.
7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee. Upon the effective date of any resignation, the Escrow Agent shall deliver all cash and other property in the Fund to a successor escrow agent designated by Lessor, and if no successor has been appointed, shall deliver all such cash and other property to the Lessor and all obligations of the Escrow Agent shall cease.
8. Agent shall have no obligation under the terms of this Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Property or as to performance of the obligations of Lessor or Lessee under this Agreement or the Lease.
9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon. Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and, to the extent it acts in good faith without negligence or willful misconduct, it shall be fully protected in acting in accordance with the opinion or instructions of such counsel. The Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or willful misconduct. The Lessor agree to indemnify and save Agent harmless from all losses, costs, liabilities, actual damages, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses) suffered or incurred by Agent arising from the performance of its obligations under this Agreement ("Acts"), except such Acts as arise from or attributable to the negligence or willful misconduct of Agent. 10. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instrument from time to time comprising the Fund, Lessor hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.
11. This Agreement may be amended by written agreement executed by all the parties.
12. This Agreement may be executed in several counterparts, each of which shall be an original. The parties hereto agree the transactions described herein may be conducted and related documents may be stored by electronic means.
13. Agent shall be entitled to fees and expenses for its regular services as Agent as set forth in its fee letter delivered to the Lessor and Lessee. All of the Escrow Agent's compensation, costs and expenses shall be paid by the Lessee unless agreed to by Lessor.

14. In the event of any disagreement between the undersigned or or any other person, resulting in adverse claims and demands being made on the Fund, the Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected hereby, the Agent shall not be or become liable to the undersigned for its refusal to comply with such conflicting or adverse demands, and the Escrow Agent shall be entitled to refuse and refrain to act until: (a) the rights of the adverse claimants shall have been fully and finally adjudicated in a Court assuming and having jurisdiction of the parties and money, papers and property involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement and the Agent shall have been notified thereof in writing, signed by all the interested parties.

15. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Escrowed Funds or any other amount held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the Lessor for credit to Lessee subject to the terms of this Agreement. The Lessor and Lessee agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, "Tax Reporting Documentation") at the time of execution of this Agreement and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time. The parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LESSOR: Government Capital Corporation

BY: _____
Authorized Signer

LESSEE: City of Allen, Texas

BY: _____
Peter H. Vargas, City Manager

AGENT: _____

BY: _____
Agent Rep, Agent Rep Title

Escrow Disbursement Request Form – Instruction Sheet

*** THE FOLLOWING FORM IS TO PAY YOUR VENDOR FROM THE ESCROW ACCOUNT***

To process the payment to your Vendor, please make sure to:

- 1) Print or make copies of the blank **Escrow Disbursement Request Form** if there are multiple disbursements.
- 2) Complete an **Escrow Disbursement Request Form** for each Vendor.
- 3) Attach a copy of your Vendor's Invoice(s).
- 4) Have the Authorized Signer sign the Disbursement Form in BOTH places as well as date the form at the bottom.
- 5) You can fax or e-mail the Disbursement Form to start/begin the disbursement process; however, please send the original by regular mail to avoid delays.

WHEN YOU ARE READY TO PAY YOUR VENDOR, PLEASE FOLLOW THE ABOVE PROCEDURES, AND SEND FORMS TO:

Government Capital Corporation
Attn.: Doc. Dept.
345 Miron Drive
Southlake, TX 76092
Phone: 817-421-5400
Fax: 817-251-3208
docdept@govcap.com

ESCROW AGREEMENT - SCHEDULE 1

MUNICIPAL LEASE-PURCHASE AGREEMENT No.8272 (THE "AGREEMENT")
BY AND BETWEEN
Lessor, Government Capital Corporation and Lessee, City of Allen, Texas
Dated as of June 26, 2018

ESCROW DISBURSEMENT REQUEST FORM

_____, acting as escrow agent (the "Agent") under the Escrow Agreement dated as of June 26, 2018 (Escrow Date), by and among the Agent, Government Capital Corporation as Lessor and City of Allen, Texas as Lessee, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the property described below. The amount shown below is due and payable under the invoice of Payee with respect to the described property and has not formed the basis of any prior request for payment.

PAYEE: _____

AMOUNT: _____

DESCRIPTION OF PROPERTY: _____

INVOICE # _____ DATED: _____

Indicate Method for Payment Disbursement:

_____ Overnight Check *** _____ Regular Mail Check _____ Wire Funds

Mailing Address: _____ Wire Instructions: _____

(***Please note that there might be a fee charged for overnight delivery. This fee will be deducted from the Escrow Balance before disbursement is made.)

Lessee: City of Allen, Texas

By: _____
Peter H. Vargas, City Manager

Lessor: Government Capital Corporation

By: _____
Authorized Signer

ACCEPTANCE CERTIFICATE

City of Allen, Texas as Lessee under that certain Municipal Lease-Purchase Agreement dated as of June 26, 2018 ("Agreement Date") (the "Lease"), hereby acknowledges receipt in good condition of all the property described on the attached Vendor Invoice(s), hereby accepts such property, and hereby certifies that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such property, that such property is fully insured in accordance with Section 10 of the Lease and that such property constitutes all or a portion of the Property as that term as defined in the Lease.

Date: _____, 2018.

By Lessee:

Peter H. Vargas, City Manager

For Lessee: City of Allen, Texas



345 MIRON DRIVE SOUTH LAKE, TEXAS 76092 817 421 5400
WWW.GOVCAP.COM

As you may be aware, during the 84th Regular Legislative Session, the Texas Legislature passed House Bill 1295 ("HB1295") which creates a new reporting process effective for governmental contracts executed on and after January 1, 2016. Pursuant to the rules promulgated by the Texas Ethics Commission ("TEC"), GCC is required to submit the enclosed "Certificate of Interest Parties" form (Form 1295). This form has been signed and notarized by GCC and as required under the rules, has also been filed electronically with the TEC.

Under the TEC's rules, you are required to acknowledge receipt of this Form 1295 on the TEC's website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). At this web site, you will find further background on HB1295 and your reporting responsibilities, including instructions on how to log in to the TEC's web portal, frequently asked questions and on-line tutorials. We encourage you to log on and acknowledge receipt of the attached form at your earliest convenience. Pursuant to the TEC's rules, you are required to file the electronic acknowledgment within 30 days after the date of the financing contract.

Should you have further questions about HB1295, we encourage you to contact a representative at GCC or your legal counsel.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Government Capital Corporation
Southlake, TX United States

Certificate Number:
2018-369994

Date Filed:
06/19/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Allen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2018-8272
Texas Municipal Lease Purchase Agreement for the purpose of various personal property

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Shirey, Stewart	Southlake, TX United States	X	
	King, Ed	Southlake, TX United States	X	
	Lerner, Kevin	Southlake, TX United States	X	
	Temple, Tim	Southlake, TX United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)